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10/26/99

**PROJECT SCOPE
AND
MEMORANDUM OF AGREEMENT**

**SANITATION FACILITIES
NATIVE VILLAGE OF KWIGILLINGOK, ALASKA**

**PROJECT NO. AN 99-C09
PUBLIC LAW 86-121
PUBLIC LAW 93-638**

A COOPERATIVE SANITATION FACILITIES PROJECT BETWEEN:

THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

AND

THE NATIVE VILLAGE OF KWIGILLINGOK, ALASKA

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
DEPARTMENT OF ENVIRONMENTAL HEALTH & ENGINEERING
DIVISION OF SANITATION FACILITIES CONSTRUCTION

OCTOBER 1999

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TABLE OF CONTENTS

- A. Introduction
- B. Funding
- C. Authority for this Agreement
- D. Project Planning Area
 - 1. Location
 - 2. Environmental Resources Present
 - 3. Population Trends
- E. Existing Sanitation Facilities
 - 1. Water
 - 2. Wastewater
 - 3. Solid Waste
- F. Sanitation Facilities Deficiencies
 - 1. Water
 - 2. Wastewater
 - 3. Solid Waste
- G. Recommended Sanitation Facilities
 - 1. Water
 - 2. Wastewater

3. Solid Waste

H. Alternatives Considered

1. Water
2. Wastewater
3. Solid Waste

I. Sanitation Facilities Deficiencies Remaining After Project Completion

1. Water
2. Wastewater
3. Solid Waste

J. Project Construction Cost Estimate

K. Sanitation Facilities Operation and Maintenance (O&M)

1. Existing O&M Organization
2. Deficiencies
3. Recommendations
4. Projected Revenues and Expenses

L. Conclusions and Recommendations

1. Permits Required
2. Special Coordination Needs
3. Timing Issues to Consider
4. Expedited Project Development Issues

M. Environmental Review

N. General Memorandum of Agreement (MOA) Provisions

1. Effective Date of Agreement
2. Disputes Resolution
3. Project Scope/Memorandum of Agreement (PS/MOA) Termination Procedure
4. Breach of Agreement
5. Severability
6. Project Cancellation
7. Representation

8. Entry Upon Public and Private Lands
9. Office and Storage Space
10. Rights-of-Way (ROWs) and Easements
11. Use of Village Owned Equipment
12. Ownership of Community Sanitation Facilities
13. Ownership of Individual Facilities
14. Operation of Community Sanitation Facilities
15. Revenues, User Fees and O&M Costs
16. Archaeological Survey
17. Project Support Account and Professional Services Account
18. Construction Materials - Sand, Gravel or Rock

O. ANTHC Managed Labor (Force Account)

1. ANTHC Contributions and Obligations
2. ANTHC Recommendations, State/Industry Codes and Permits
3. ANTHC Supervision
4. Equipment Use
5. Force Account Labor
6. Construction Checking Account
7. Funding of the Construction Checking Account
8. Tribal Administrative Support Charges
9. Operator Designation
10. Operator and Tribal Administrative Staff Training
11. Safety and Liability
12. Schedule and Supervision
13. Warranty

P. Tribal Managed Labor Force MOA Provisions

1. Construction Responsibility
2. Procurement of Materials, Supplies and Services
3. Accounting Management and Control
4. Financial and Progress Reporting
5. Non-Profit Operations
6. Schedule, Budget and Planning
7. Construction Unit Prices
8. Cash Advances
9. Contribution of Funds - Invoices
10. Cost Increases
11. Cost Overruns
12. Final Payment from the ANTHC

13. Insurance
14. Safety and Liability
15. Warranty
16. Payment Schedule

Q. Signatures

APPENDIX

1. Project Data System Information Sheet
2. Resolution 1. Tribal Resolution to Provide for Disposition of Cultural Items
3. Resolution 2. Tribal Resolution to Authorize Creation of a Construction Checking Account
4. Resolution 3. Tribal Resolution to Authorize the President to Represent the Kwigillingok IRA Council
5. Environmental Review Memorandum and Checklist
6. Maps
 - a. Alaska Vicinity Map
 - b. Location Map

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DATE OF DOCUMENT:
October 1999

A. INTRODUCTION:

Throughout this document these entities are referred to as follows:

Alaska Native Tribal Health Consortium	=	ANTHC
Native Village of Kwigillingok	=	Tribe
Kwigillingok Indian Reorganization Act Council	=	Council
Alaska Village Safe Water Program	=	VSW
Indian Health Service	=	IHS

The Alaska Native Tribal Health Consortium (ANTHC), Department of Environmental Health and Engineering (DEHE), has as its mission to involve and assist Alaska Natives to improve their health and safety through the provision of sanitation facilities. Through Public Law 86-121, 93-638, and 105-83, the ANTHC has assumed management of the sanitation facilities construction program.

This document contains preliminary engineering evaluations, consideration of alternatives, recommended facilities, construction cost estimates and operation and maintenance (O&M) cost estimates for the facilities proposed for this cooperative project. The proposed facilities include the following:

- Earthen Water Reservoir
- Reservoir Liner
- Solid Waste Site

Construction of sanitation facilities under this project may be done by the Kwigillingok IRA Council on behalf of the Native Village of Kwigillingok utilizing Tribal Force Account methods with construction management services provided by a qualified consultant or it may be completed under Managed Labor Force Account Guidelines. The Council will determine the method after they have reviewed the two options further and will pass a resolution notifying the ANTHC of their decision. The Council agrees the selection will be made in a timely manner to prevent project delays.

Steps to enable management of project funds by the Council under IHS Guideline C-31 are currently being undertaken. The Tribe's financial management system has undergone review by a certified public accounting firm in accordance with Guideline C-31 standards. The Memorandum of Agreement (MOA) will be amended to reflect terms under which the Tribe will manage project funds consistent with the findings of the financial management review. Prior to drafting the MOA Amendment, the Tribe will be consulted on the specific terms to be included in the Amendment within a time frame to enable comprehensive project expenditures to be included in the Tribe's job cost accounting component of their financial management system.

Provisions to allow Tribal Force Account or ANTHC Force Account management as well as Tribal Procurement have been included in this MOA to ensure the Council is informed of the conditions of both options. Upon a decision by the Council as to which management method will be selected, this MOA will be amended to reflect the option selected.

Two cost estimates have also been included in this Project Scope (PS) to reflect costs associated with the ANTHC Managed Force Account and Tribally Managed Force Account methods. The cost estimate associated with Tribal Force Account method reflects a four percent (4%) contribution to the IHS for Project Support. The cost estimate associated with the ANTHC Force Account Method reflects the traditional 12% contribution to the ANTHC for Project Support. In the event that the cost to construct the project via Tribal Force Account exceeds the estimate in this PS/MOA for this option, the Council will provide justification to seek additional funds for completion of the intended project scope of work. The ANTHC will assist in pursuing additional funds, if requested. The Council will notify the ANTHC of the method they wish to employ to manage the project in a timely manner via a Council Resolution.

B. FUNDING:

The project will be funded in the amount of \$1,550,000 IHS funds. Funding will be made available through a separate Project Funding Agreement (PFA) between the IHS and the ANTHC. If a PFA is not executed, no action will be taken by the ANTHC on this project.

Contributions include the following:

Contributor	Fiscal Year	Description	Amount
<u>IHS</u>	<u>1999</u>	<u>Housing</u>	<u>\$1,550,000</u>
TOTAL			<u>\$1,550,000</u>

C. AUTHORITY FOR THIS AGREEMENT:

THIS AGREEMENT is made between the ANTHC, acting through the President/CEO, under and pursuant to the provisions of Public Law 93-638, and the Native Village of Kwigillingok, Alaska, acting through the Kwigillingok Indian Reorganization (IRA) Council.

WHEREAS, the Native Village of Kwigillingok is a Native Entity within the State of Alaska recognized and eligible to receive services from the United States of America in accordance with the Federal Register, November 13, 1996 (Volume 61, Number 220), and

WHEREAS, the Native Village of Kwigillingok, with the support of the Council, is desirous of obtaining satisfactory sanitation facilities for the Native Alaska residents of Kwigillingok, Alaska, and

WHEREAS, the ANTHC is desirous of assisting in this effort, as a means of improving the health of the residents, and

WHEREAS, the parties agree that effective October 1, 1998 the ANTHC and the IHS entered into a P.L. 93-638 Compact Agreement whereby the ANTHC assumed all rights and responsibilities for the IHS with regard to planning, designing, and construction of P.L. 86-121 sanitation facilities projects and the provision of operation and maintenance technical assistance for Alaska Native communities.

NOW THEREFORE, in order to carry out the project as set forth in this document entitled, PROJECT SCOPE (PS) AND MEMORANDUM OF AGREEMENT (MOA), SANITATION FACILITIES, NATIVE VILLAGE OF KWIGILLINGOK, ALASKA, PROJECT NO. AN 99-

C09, dated OCTOBER 1999, the parties mutually agree to terms and conditions as described in this document as evidenced by their signature to this Agreement.

D. PROJECT PLANNING AREA:

D 1. Location

Kwigillingok is located along the banks of the Kwigillingok River, one mile from the west shore of the Kuskokwim Bay and approximately 80 miles southwest of Bethel. The community is approximately 460 miles west of Anchorage. Coordinates are 59 °N 51'N, 163° 08 W (see attached location map).

D 2. Environmental Resources Present

Kwigillingok is located in an extensive marshy floodplain nearly at sea level. In general, a large portion of the land area is covered by swamps, sloughs, lakes and meandering streams.

A variety of small predators, shrews, and rabbits are found throughout the area. Kwigillingok is within a water fowl habitat area and the Kuskokwim Rivers is a major anadromous fish watercourse.

Flooding in the community occurs on a regular basis due to a combination of high tides and winds. According to the U.S. Army Corps of Engineers Floodplain Management Services Branch, the entire area has a high flood potential.

Potable water resources in the area are extremely scarce. Lakes, rain water, and block ice from suitable lakes are used as water sources for the residents. Several wells have been drilled in the area but none have produced an acceptable water supply.

D 3. Population Trends

The current population of Kwigillingok is 326. This project anticipates a one percent annual population increase over the next 20 years for a design population of 402 residents. This increase approximates the population growth trend over the past 10 years. Population figures have been provided by numerous sources including the community, the State of Alaska Department of Community and Regional Affairs, and the U.S. Public Health Service.

E. EXISTING SANITATION FACILITIES:

E 1. Water

- Source: For water supply, the community relies primarily on two freshwater lakes located approximately two miles north of the village. Water is pumped through a three-inch HDPE water line laid on grade to the water treatment plant (WTP). Pumping takes place twice a year using a gas powered pump housed in a storage shed next to the lakes. Water pumped to storage prior to the onset of winter must supply the community for the entire winter. Residents also utilize numerous lakes closer to the village for ice gathering and fresh water haul from lakes that are not tidally flooded.
- Treatment: The water is injected with a polymer, run through granular activated carbon and neutralizing filters, and chlorinated. The LKSD School operates a separate treatment system consisting only of chlorination for water supplied to the school.
- Storage: Community storage consists of a 212,000 gallon bolted steel storage tank filled semi-annually with treated water. The LKSD School also utilizes three bolted steel storage tanks containing a total of 100,000 gallons of storage.
- Distribution: A community watering point is located at the WTP and is used by residents for individual water haul. In addition, a 10,000-foot, two-inch HDPE summer distribution line with five summer watering points is installed in the community. Use of the summer distribution line is dependent upon the available water supply and is infrequent. A small washeteria is housed within the same building with the WTP.

E 2. Wastewater

- Collection System: No system exists.
- Treatment: No facilities exist.
- Disposal: Residents dispose of their waste in honeybuckets or individual privies. Honeybucket wastes are disposed of in 43 bunkers located throughout the community or onto the tundra near the village. Gray water from homes is disposed of onto the tundra surrounding the homes. The washeteria contains two restrooms and washeteria facilities, which utilize a single cell sewage lagoon for disposal. The LKSD School shares the lagoon with the washeteria.

E 3. Solid Waste

- Storage: No community storage systems exists. Residents store refuse outside homes in makeshift containers or 55 gallon drums.
- Collection: No collection system exists.
- Processing/Consolidation: Trash is sometimes burned at the community dump as well as in individual containers.
- Disposal Site and Type: The community utilizes a fenced, dried-up lake located approximately one mile east of the village and one and a half miles from the airport across from the Kwigillingok River.

F. SANITATION FACILITIES DEFICIENCIES:

F 1. Water

- Source: The community lacks a water source capable of supporting the proposed flush and haul (F&H) system. The source lakes are located too far away from the WTP to allow year round transmission to the WTP. A year round transmission line constructed from the source lakes to the WTP is not feasible since freezing potential is extremely high. Water hauled from lakes is untreated. The LKSD School purchases water from the village in addition to utilizing a roof rain catchment system.
- Treatment: A treatment study conducted by the PHS in 1994 indicates that the treatment process is not compatible with the raw water quality. Treatment is inefficient in turbidity and color removal. The free chlorine residual has been found to be below the recommended level of 0.2 ppm on numerous sampling occasions. The WTP fluoridation system has been disconnected by the community.
- Storage: Storage capacity is inadequate. The 212,000-gallon storage tank often becomes empty prior to the end of winter thereby requiring the watering point and washeteria to be shut down.
- Distribution: The community lacks any type of distribution system. Water is obtained from a central watering point located at the WTP/washeteria facility.

F 2. Wastewater

- Collection System: No system exists. The existing 18,900 feet boardwalk system cannot support a F&H system due to its limited width of three to four feet and inability to support heavy transport vehicle loads.
- Treatment: No facilities exist.
- Method of Disposal: No community disposal system exists. Sewage from the lagoon shared by the washeteria and the LKSD School periodically overflows into portions of the community during tidal flooding. This lagoon was not designed for, nor can it support, disposal of sewage under a F&H system. Domestic waste disposed of near homes poses a high potential for disease transmittal.

Planning and acquisition of funding for the proposed sewage lagoon were completed prior to notification by the Association of Village Council Presidents – Rural Housing Authority (AVCP-RHA) of the intent to construct 20 new homes in the community. Addition of 20 homes to the system may overload the proposed facility if adequate funding and design measures are not addressed through contributions made to the project to increase the capacity of the lagoon.

The proposed sewage lagoon, including access, is scheduled for completion no sooner than 2002. The 20 proposed AVCP-RHA homes may be completed and occupied prior to completion of the new sewage lagoon. ANTHC is not aware of an interim disposal plan for the 20 new homes.

F 3. Solid Waste

- Storage: No facilities exist.
- Collection: No facilities exist. Refuse stored outside homes often becomes scattered outside its boundaries. During tidal flooding, refuse may be carried within the boundaries of the community. The site poses a vector transmission hazard.

The proposed solid waste site, including access, is scheduled for completion no sooner than 2002. The 20 proposed AVCP-RHA homes may be completed and occupied prior to completion of the new solid waste site. ANTHC is not aware of an interim disposal plan for the 20 new homes.

- Processing/Consolidation: No facilities exist.
- Disposal Site and Type: The open pit dump is unpermitted and has refuse scattered outside its boundaries. During tidal flooding, refuse may be carried within the

boundaries of the community. The site poses a vector transmission hazard.

Planning and identification of SDS funding (see page 8 original document).

G. RECOMMENDED SANITATION FACILITIES:

The proposed facilities will serve 326 residents in 44 existing and 30 like-new homes. Twenty additional homes are proposed for construction in Kwigillingok during 2000 by AVCP-RHA.

Despite requests made by ANTHC to AVCP-RHA to address service to the proposed 20 new homes, no funds have been allocated by AVCP-RHA to ensure the community facilities proposed under this project are able to meet the demands placed upon the facilities by the 20 additional homes.

The facilities recommended under this project scope include items within the first phase of a three phased approach to developing a F&H system for the community. The three phases are described in Table I below. The remaining tables include the following:

- Table II provides the schedule for the implementation of the phases.
- Table III provides the cost estimate for the proposed facilities if construction is done under the Government Force Account option
- Table IV provides the cost estimate for the proposed facilities if construction is done under the Tribal Force Account option

Table I: Schedule for Implementation of Phases

PHASE	DESCRIPTION	FACILITIES	PROJECTS
I.	Earthwork (It is anticipated that total funding to complete these facilities will be gathered under this project and/or the FY 00 VSW & FY 00 IHS Regular funding requests.)	a. Earthen Water Reservoir	97-L65
			98-L98
			This Project
		b. Sewage Lagoon	97-L65
		c. WTP Foundation Extension	97-B54
		d. Resvr. Pumphouse w/ Foundation.	Future funding request
		e. Maintenance Garage Foundation	Future funding request
		f. Washeteria/WTP Lagoon Dikes	98-L98
		g. Sewage Bunker Closure	97-B54
		h. Existing Solid Waste Site Closure	IHS FY 99 Regular
		i. Solid Waste Site	This Project
		j. Maintenance Equipment (*)	Future funding request
		k. Snow Fence	Future funding request
		l. Liner	Future funding request
		m. Snow Melt Supply Line w/ Pumps	Future funding request
		n. Water Treatment Pilot Stdy.	Future funding request
II.	Boardwalk	25,000' x 8' Boardwalk (Est.)	ISTEA
		100' x 10' Bridge to Reservoir	ISTEA
III.	<u>F&H System</u> (Additional Funding is to be requested from VSW in FY 01 and IHS FY 00 Regular to complete proposed facilities.)	a. Home Plumbing –74 Homes	97-L65
		b. F&H/WT Pilot Study	97-L65
		c. WTP Building Extension	Future funding request
		d. WTP Upgrades	Future funding request
		e. Transmission Line to WTP	Future funding request
		f. Reservoir Pump Intake	Future funding request
		g. F&H Vehicles	Future funding request
		h. Maintenance Equipment (*)	Future funding request
		i. Tools, Supplies, Training	Future funding request
		j. Bulk Fuel System Upgrades	Future funding request

*Unit(s) of heavy equipment used for construction of the Earthwork Phase of the F&H system may be transferred to the community after completion of the project. Project AN-98-L98 will partially fund provision of equipment through initial mobilization and rental fees. Funds to finalize transfer of equipment may be required from a future project.

Table II, Kwigillingok Flush & Haul System Development Schedule	
PHASE & PROJECTS	SCHEDULE
<u>Phase I – Civil Earthwork</u> <u>Projects:</u> 1. AN 97-L65 2. AN 97-B54 3. AN 98-L98 4. Proposed FY 01 VSW and/or 5. Proposed FY 99 IHS Housing	<p>Phase I will mobilize to construct all civil earthwork and related components of the F&H system. Funding to allow mobilization and completion of all Phase I elements should be completed under requests made for VSW FY 01 and/or IHS FY 00 Regular funds. The reservoir will be fully developed under this project with completion of the water treatment pilot study identifying treatment requirements needing to be provided under Phase III. Pending completion of funding, construction is scheduled to begin in the Fall/Winter of 2000.</p>
<u>Phase II – Boardwalk</u> <u>Project:</u> FY 01 ISTEa	<p>A request has been made to the Alaska Department of Transportation & Public Facilities (ADOT&PF) for ISTEa funds to construct approximately 25,000' of boardwalk and a bridge to operate the F&H system. ADOT&PF has placed this request on the FY 01 STIP to provide funding to allow construction to begin by the Summer/Fall of 2001.</p>
<u>Phase III – F&H System:</u> <u>Projects:</u> 1. AN 97-L65 2. Proposed FY 01 VSW 3. Proposed FY 00 IHS Regular	<p>Phase III will complete the F&H system. Funds to provide home plumbing have been provided under AN 97-L65. Components to transfer and treat water from the reservoir developed under Phase I will be provided under Phase III. All other components provided under Phase I will be operational. A F&H pilot study will initiate provision and operation of the F&H system. Funds to complete this Phase will be requested from VSW and/or IHS Regular. Pending completion of funding, Phase III is tentatively scheduled to begin in the Summer/Fall of 2002.</p>

G 1. Water

- Source: This project recommends the construction of an earthen water reservoir and installation of a partial liner in the interior dikes of the reservoir to prevent tidal erosion. To achieve this, \$620,000 is recommended toward the earthwork portion of construction while \$162,000 is recommended for installation of the liner. The \$620,000 will be combined with \$880,000 of existing IHS funding (\$440,000 from AN 98-L98 and \$440,000 from AN 97-L65) toward the estimated \$1,500,000 required for completion of the earthwork portion of construction. The reservoir will be located approximately 2,500 feet from the existing WTP and will be designed to provide a minimum of 1,880,000 gallons annually. Snow melt will supply the reservoir using a snow fence system. When necessary, snow melt will also be obtained through pumping from nearby ponds during spring thaw. Rain water will also supply the reservoir. This alternative was selected due to its low maintenance requirements, its ability to provide water throughout the year, and the proven ability to date to develop such a system as evidenced through the 1998 construction of an earthen reservoir in the nearby coastal community of Kipnuk.
- Treatment: No treatment facilities are recommended under this project. Upon completion of the reservoir, a treatment system may be installed in the existing WTP (proposed for expansion). Funds to provide the treatment system will be requested under a future project.
- Storage: The reservoir will serve as both the source and storage system for the community.
- Distribution: A distribution system is not being recommended under this project. A 2,500 linear foot supply line to the WTP from the reservoir will be constructed after reservoir development. Funds to complete this will be requested under a future project.

G 2. Wastewater

- Collection System: No collection facilities are recommended under this project.
- Treatment: No treatment facilities are recommended under this project.
- Method of Disposal: No disposal facilities are recommended under this project.

G 3. Solid Waste

- Storage: No storage facilities are recommended under this project.
- Collection: No storage facilities are recommended under this project.
- Processing/Consolidation: No storage facilities are recommended under this project.

- Disposal Site and Type: A Class III disposal facility is recommended for construction under this project. Funds provided under this project will be utilized to complete earthwork portions of the facility. Appurtenances and other items, including fencing and haul vehicles, will be provided utilizing funding to be requested from VSW during FY 01.

H. ALTERNATIVES CONSIDERED:

The following alternatives were considered but not recommended for the following reasons:

H 1. Water

- Source: The following options were considered for development of the community's water source: a.) Construct additional water storage tank capacity along with a supply line to the existing source tundra ponds located approximately two miles away; b.) Utilize the Kwigillingok River; c.) Drill a well; d.) Development of other tundra ponds closer to the existing WTP; e.) Apply advanced treatment such as reverse osmosis to water obtained from other sources such as the river. Each of these options was rejected due to a combination of poor water quality from the rejected sources and high costs to treat the water if used. In the case of the option to build a water storage tank and supply line, the high potential for failure to occur due to freezing as well as high operations costs led to its rejection.

The option to leave the reservoir unlined was also considered. However, based on tidal erosion which occurred on a similar system built in Kipnuk, Alaska in 1998, it was determined that a liner is necessary to protect the reservoir dikes. This method of dike protection has proven successful in Kipnuk.

- Treatment: No options were considered under this project.
- Storage: Construction of a 1,000,000 gallon WST was considered. However, this would have incurred high O&M costs. In addition, a long supply line to the existing tundra ponds currently used as sources would have been needed to supply the tank. This option was rejected.
- Distribution: No distribution facilities were considered under this project.

H 2. Wastewater

None

H 3. Solid Waste

- Storage: No storage facilities were considered under this project.
- Collection: No collection facilities were considered under this project.
- Processing/Consolidation: No processing or consolidation facilities were considered under this project.
- Disposal Site and Type: The option to upgrade the existing site to extend its operational lifetime was considered. However, the site is located across the river and due to access being prevented for extended periods during spring break-up and fall freeze-up, the site does not meet the health needs of the community.

Sites further from the community on the same side of the river as the existing homes were also considered. However, due to subsistence and water gathering activities occurring in these areas, as well as the extensive travel time and associated costs with the further sites, they were rejected as options.

I. SANITATION FACILITIES DEFICIENCIES REMAINING AFTER PROJECT COMPLETION:

I 1. Water

- Source: The community will lack a pumping system and water transmission line to carry water from the reservoir to the water treatment plant. The reservoir will lack a snow fence system to ensure an adequate snow melt water supply is provided to the system. These components will be pursued under VSW FY 01 funding and IHS FY 00 Regular funding.
- Treatment: Pending acquisition of funding from VSW or IHS, the proposed expansion of the existing treatment system to accommodate the proposed water reservoir will remain as a deficiency.
- Storage: Upon operation of the proposed reservoir, no source or storage deficiencies will remain.
- Distribution: The community will remain without a piped water distribution system.

I 2. Wastewater

- Collection System: The community will remain without a piped sewage disposal system.

Pending provision of funding currently being considered by the ADOT&PF for a new 25,000 feet boardwalk system, the community will remain without a transportation system to support the proposed F&H system. This funding is being considered for funding by ADOT&PF during FY 01.

- Treatment: Pending acquisition of funding for construction of dikes around the lagoon serving the washeteria and community school, untreated sewage will continue to flow into portions of the community.
- Method of Disposal: The community will remain without a piped sewage disposal system to individual homes. Pending completion of the flush and haul sewage disposal system, residents will continue to utilize individual bunkers within the community to dispose of sewage.

I 3. Solid Waste

- Storage: The community will remain without storage containers such as dumpsters pending funding and development of a solid waste management plan to address this area.
- Collection: The community will remain without a collection system pending funding and development of a solid waste management plan to address this need.
- Processing/Consolidation: The community will remain without these facilities.
- Disposal Site and Type: The community will lack a fence and heavy equipment to operate and maintain the site for the new solid waste site. Funding for these items will be sought under FY 01 VSW and FY 00 IHS requests.

J. PROJECT CONSTRUCTION COST ESTIMATE:

Table III, Government Force Account Option

Item/Description	Total Cost
Earthen Water Reservoir (*Contribution)	\$620,000
Reservoir Liner	162,000
New Solid Waste Disposal Site	400,000
Subtotal	\$1,182,000
+15% Contingency	177,300
Subtotal Construction	\$1,359,300
+12% Project Support	163,116

+2% Professional Services	27,186
Total	\$1,549,602
Total, Rounded to the Nearest Thousand	\$1,550,000

*\$620,000 Contribution is toward total reservoir cost of \$1,500,000. Contribution will be combined with \$440,000 contribution from Project AN 97-L65 and \$440,000 from Project AN 98-L98 to complete funding requirements.

Contingency funds are for unanticipated costs on this project. If contingency funding is not required during design and construction, it may be utilized to provide additional sanitation facilities, if a revised scope of work is approved through an amendment to this Agreement. If project costs exceed the total above, ANTHC will explore all available options for meeting project funding needs.

Table IV, Tribal Force Account Option

Item/Description	Total Cost
Earthen Water Reservoir	\$620,000
Reservoir Liner	162,000
Construction Management Services	89,500
New Solid Waste Disposal Site	400,000
Subtotal	\$1,271,500
+15% Contingency	190,725
Subtotal Construction	\$1,462,225
+4% Project Support	58,489
+2% Professional Services	29,245
Total	\$1,549,959
Total, Rounded to the Nearest Thousand	\$1,550,000

*\$620,000 Contribution is toward total reservoir cost of \$1,500,000. Contribution will be combined with \$440,000 contribution from Project AN 97-L65 and \$440,000 from Project AN 98-L98 to complete funding requirements.

Contingency funds are for unanticipated costs on this project. If contingency funding is not required during design and construction, it may be utilized to provide additional sanitation facilities, if a revised scope of work is approved through an amendment to this Agreement. If project costs exceed the total above, ANTHC will explore all available options for meeting project funding needs.

K. SANITATION FACILITIES OPERATION AND MAINTENANCE (O&M):

K 1. Existing O&M Organization

- Organization and Staffing: The council employs Mr. William Igkurak, to manage both the local electrical power system and the water system. Mr. Igkurak has not received utility management training although intends to do so in the near future. Mr. Enoch Beaver, is employed as the primary water treatment plant operator. Mr. Beaver received his Operator-In-Training Certification for water treatment and distribution in August 1998.

Mr. Gaylon Lewis is employed as the back-up operator and has received training in water treatment plant operations over the past several years. Part time personnel are employed to ensure the washeteria is open six days per week.

- Revenue Sources: The council relies primarily on revenue sharing funds received from the State of Alaska and income from the use of washeteria facilities to fund operation of the water treatment plant and washeteria. Approximately \$700 per week is earned by the washeteria. Approximately \$5,000 per year is obtained from revenue sharing. On occasions when requested by the LKSD, the WTP sells water to the school for \$0.08 per gallon.

K 2. Deficiencies

- Staffing/Training Needs: In light of the upcoming Flush-n-Haul (F-N-H) and solid waste project, the community will need to ensure utility management training sought by Mr. Igkurak is provided. Mr. Lewis will also require additional training to ensure certification is obtained for water and wastewater treatment operations. In general, training must also be provided to a utility management staff to allow the council to

provide economical and effective sanitation service to community residents.

- **Equipment Needs:** It is anticipated that the community will require provision of a dozer and an excavator to operate and maintain the proposed solid waste site. Haul and collection equipment and vehicles, including trailers, snow machines, and four wheelers will be needed to operate the F-N-H and solid waste disposal systems.

Snow clearing equipment to ensure operation of the haul vehicles will also be needed. A computer and appropriate software will also be needed to administer the utility systems. Testing equipment and tools will also be needed to ensure regulatory compliance and to maintain the proposed facilities.

- **Utility Organization Issues:** The community recognizes the need to develop the capacity to ensure proper operation and maintenance of the proposed facilities and to provide a high level of service to meet the health needs of the community. Toward this, the council has signaled its intent to work with the Yukon Kuskokwim Health Corporation (YKHC), ANTHC, and the State of Alaska Rural Utility Business Agency (RUBA) to meet the customer needs. Project 97-L65 has allocated approximately \$32,000 to conduct a study related to the operation of the proposed F-N-H system.

K 3. Recommendations

- **Training, Equipment and Materials:** To date, the council has been informed of the opportunity to obtain training for staff at no cost, through the federally sponsored Job Corps program. The Job Corps has expressed a desire to participate in training for ANTHC projects with contributions made to the Job Corps in the form of training equipment (i.e. demonstration WTP pilot units, demonstration filters, pumps, etc.) being provided to the Job Corps. Training available at the Job Corps includes extended on-site training in WTP operations, accounting, basic math skills, and heavy equipment operations.

It is recommended that the council and ANTHC pursue efforts with the Job Corps to obtain training for council staff. In anticipation of potential ANTHC project related training occurring, the Job Corps has obtained a special waiver from the U.S. Department of Labor allowing trainees older than 24 years old to attend the Job Corps training program in Palmer, Alaska.

Job Corps training will supplement existing training opportunities provided through YKHC, RUBA and ANTHC. Existing training opportunities should be pursued as

soon as possible. Use of funds identified under related SDS projects (AN 97-L65 & AN 98-L98) for operations and maintenance could be used to meet training needs.

It is further recommended that heavy equipment to complete the proposed earthwork be selected that can be transferred to the council at the end of the project to maintain the proposed facilities.

Finally, a list of tools and equipment should be identified to allow the council to provide O&M for the proposed facilities.

The following utility management and/or operator training courses are recommended during the course of this project:

<u>Training Course:</u>	<u>Provided to:</u>
Water Treatment Operator-in-Training (WT-OIT)	Back-up Water Plant Operator
Water Distribution Operator-in-Training (WD-OIT)	Back-up Water Plant Operator
Water Treatment Operator, Level One	Primary and Back-up Water Plant Operators
Water Distribution Operator, Level One	Primary and Back-up Water Plant Operators
Introduction to Utility Management	Utility Manager, Council Members

Assistance in providing information on O&M and training services is available from ANTHC through a current IHS contract with the YKHC.

K 4. Projected Revenues and Expenses

Upon completion of the F-N-H system, the council intends to institute user fees for the 74 homes served by the system to support the O&M of the community sanitation facilities. The user fees will be determined in the development of the utility management plan.

Upon completion of this project and based upon other Alaskan communities with similar facilities, the expected O&M cost for the entire community should range between \$50 and \$150 per month per home. This is based on the preliminary project scope of work and general site locations for similar facilities. More accurate O&M cost estimates will be developed in conjunction with facility design.

In addition to residential user fees, it is anticipated that upon completion of a water transmission line from the WTP to the school by LKSD, the council will sell water to the

school district. It is anticipated this will provide a significant source of revenue for the O&M of the communities sanitation facilities.

Revenues from the washeteria will continue to be used to finance the operation of the facility.

L. CONCLUSIONS AND RECOMMENDATIONS:

L 1. Permits Required

- a. Alaska Coastal Management Plan Consistency Determination
- b. U.S. Army Corps of Engineer 404 Wetlands Permit
- c. Alaska Department of Environmental Conservation Solid Waste Landfill Permit
- d. Alaska Department of Environmental Conservation Water System Plan Approval
- e. Alaska Department of Fish and Game, Fish Habitat Permit
- f. Alaska Department of Natural Resources, Water Rights Permit
- g. Federal Aviation Administration Notice of Proposed Construction Approval
- h. Calista Regional Corporation Subsurface Materials Sale Agreement

L 2. Special Coordination Needs

Access to facilities proposed under this project is dependent upon receipt of \$3,000,000 of Alaska Department of Transportation and Public Facilities FY 01 funding identified for boardwalk and road construction. ANTHC will pursue coordination of boardwalk construction to allow timely access to facilities.

L 3. Timing Issues to Consider

None

L 4. Expedited Project Development Issues

None

M. ENVIRONMENTAL REVIEW:

The environmental review checklist has been partially completed and reviewed with respect to the proposed sanitation facilities construction at Kwigillingok, Alaska under project AN 99-C09. Final environmental review is not possible at this time. Additional work remains on the following: Completion of the design for the new solid waste disposal site and environmental assessment. The environmental review memorandum and checklist is contained in the Appendix.

N. GENERAL MEMORANDUM OF AGREEMENT (MOA) PROVISIONS:

The following are the MOA provisions that pertain to the proposed project as described in the Recommended Sanitation Facilities section of this Agreement.

N 1. Effective Date of Agreement

This Agreement shall take effect upon approval by the ANTHC President/CEO and signature by all parties.

N 2. Disputes Resolution

The parties to this Agreement agree to resolve all disputes regarding the provisions of this Agreement among the parties through administrative procedures first. If a dispute cannot be resolved locally, the parties agree that the next administrative procedure is a Review Board established by the ANTHC Board of Directors. The findings of the Review Board shall be binding upon ANTHC.

N 3. Project Scope/Memorandum of Agreement (PS/MOA) Termination Procedure

The PS/MOA termination procedure is as follows: a PS/MOA party may terminate its relationship with the other PS/MOA parties prior to project completion upon 30 days

advance notice, in writing, to all other parties. If the PS/MOA is terminated by all parties, prior to completion of the project, all unexpended funds will be returned to the contributors based on the work in progress or completed or in a pro-rated manner and in accordance with the transfer provisions of the PS/MOA. All in-place sanitation facilities will be transferred to the party designated to receive them. Unused materials and equipment will either be transferred to the party ultimately designated to receive them, or transferred back to the contributor that funded their purchase, depending on the location, type, ultimate use of the material/equipment and desire of the contributor.

N 4. Breach of Agreement

Any party to this Agreement may pursue its rights and remedies for breach of the terms or responsibilities by any other party to this Agreement under State or Federal law.

N 5. Severability

If any provisions of this Agreement, as amended, or the applicability thereof to any person or circumstance is held invalid by Judgment or Court Order, the remaining provisions and their application to other persons, or to other circumstances shall not be affected thereby, and shall remain in full force and effect.

N 6. Project Cancellation

In the event that actual construction of this project cannot be initiated, for any reason, by January 2001, the ANTHC reserves the right to cancel the project, and return any remaining funds to the source which contributed those funds. If the condition that impeded construction is resolved following such cancellation, the ANTHC on behalf of the community will seek reinstatement of project funding by the contributors.

N 7. Representation

The Tribe will provide, without cost to the ANTHC, a representative to coordinate community participation under this Agreement, and the Tribal representative shall be designated by letter within 30 days after execution of the Agreement. This representative will encourage residents to attend meetings with local authorities and the ANTHC

concerning the project; where required, obtain the consent of every participating Native family on forms furnished by the ANTHC and actively promote local responsibilities assumed by the Tribe under this Agreement.

N 8. Entry Upon Public and Private Lands

The Tribe will grant permission for the ANTHC and its representatives to enter upon or cross public lands, and will obtain from private landowners permission to enter upon or cross their land, without charge, for the purpose of carrying out the project outlined in this Agreement and to further agree to waive all claims which may arise by reason of such entry upon their respective lands, except those which may be recognized under the Federal Tort Claims Act. The Federal Tort Claims Act allows damage claims to be submitted against the ANTHC under certain circumstances. ANTHC by virtue of P.L. 93-638 provisions is covered by the Federal Tort Claims Act.

N 9. Office and Storage Space

Upon request by ANTHC, the Tribe will provide, without charge, a heated office/inside storage area (minimum size 12 by 16 ft), and an outside storage area (minimum size 150 by 150 ft) for ANTHC use during construction of the project. The office and storage spaces should be acceptable to the ANTHC Project Engineer.

N 10. Rights-of-Way (ROWs) and Easements

The Tribe will secure in its name and at no cost to ANTHC all ROWs and easements over all public and private lands, including any lands controlled by Native Corporations that the ANTHC Project Engineer in consultation with the community determines are necessary to build and maintain the project facilities. The Tribe will file copies of the easements and ROWs with the appropriate District Court Recorder. Copies will also be sent to ANTHC and any other party to this Agreement that requests one.

N 11. Use of Tribal Owned Equipment

The Tribe will allow the ANTHC to use, at no cost or on a mutually agreed upon charge, any Village owned construction equipment requested by the ANTHC. Equipment that is used for the project will be returned to the Tribe in as good condition as it was before ANTHC use, less normal wear and tear. The Tribal representative and ANTHC Project Engineer will jointly inspect the equipment before and after its use. The condition of equipment before and after use will be noted in writing. The Tribe understands that equipment provided at no cost to the ANTHC constitutes a contribution by the Tribe and the savings realized will be used to meet other project costs and enhance the scope of the project.

N 12. Ownership of Community Sanitation Facilities

In consideration of the contributions made and the responsibilities undertaken by the Tribe, through P.L. 86-121 and P.L. 93-638 the ANTHC will transfer all its rights, title, and interest of all community sanitation facilities to the Tribe without charge upon completion of the project for the terms of this Agreement. Transfer of facilities and/or equipment will be acknowledged by means of a Transfer Agreement between the ANTHC and all other receiving participants in this Agreement.

The Tribe will accept ownership of the facilities and immediately assume its responsibilities for O&M of the facilities according to applicable Local, State and Federal rules and regulations.

N 13. Ownership of Individual Facilities

Not Used

N 14. Operation of Community Sanitation Facilities

If the Tribe selects the option to construct the project under the ANTHC Force Account Method, the sanitation facilities will not be put into operation by ANTHC until after the Transfer Agreement has been signed by all participants in this Agreement or the issuance of a Letter of Beneficial Service which outlines the component(s) of the system put into operation, identifies the party assuming responsibility when the warranty period begins.

N 15. Revenues, User Fees and O&M Costs

The Tribe agrees to keep a record of actual O&M costs incurred in order to review and revise its user rate fees accordingly. The user rate fees presented in the Sanitation Facilities

O&M section of this Agreement should be reviewed annually. All O&M costs and estimated revenues should be adjusted according to actual O&M costs experienced and actual revenues realized. The user fees will have to be revised accordingly so that sufficient revenues will be available to pay for the continued O&M and required future replacement of the sanitation facilities. Making these revisions and collecting user fees is the responsibility of the Tribe.

N 16. Archaeological Survey

In accordance with requirements of the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) of 1966, Presidential Executive Order No. 11593 and the Native American Graves Protection and Repatriation Act (NAGPRA), before any project construction commences, a review of existing information on known archaeological resources for all project construction sites will be done by the IHS NEPA Review Officer and/or a professional archaeologist at project expense. If necessary, on-site field surveys may be performed to further evaluate the extent and potential for being adversely impacted of any archaeological sites in the project area.

The Tribe and other project participants will allow and assist an archaeologist, to survey the project site, if required, and will encourage individual homeowners to also cooperate.

If there are any archaeological sites in the project construction area that are listed on the National Register of Historic Places or the Alaska Heritage Resources Survey, or if sites are discovered that are eligible for listing, and if any such known or discovered sites will be adversely impacted by construction, the construction methodology and/or design will be altered, wherever possible, to avoid or eliminate any such adverse impact.

If it is not physically possible or economically feasible to alter the construction methodology and/or design so as to totally avoid all adverse impacts to archaeological sites, avoidance and mitigation procedures will be developed in coordination with all concerned parties and government agencies to allow construction to proceed while minimizing loss of archaeological resources.

If, during construction, unanticipated discovery of sites, artifacts or human remains occur, construction on that part of the project will halt until disposition of the archaeological resources can be made in accordance with provisions of the NAGPRA and Section 106 of NHPA. The IHS NEPA Review Officer will also be notified.

The Tribe agrees to provide ANTHC with a duly executed resolution from the appropriate, responsible authority, as designated in NAGPRA providing guidance on handling and disposition of archaeological resources covered by NAGPRA.

N 17. Project Support Account and Professional Services Account

From the total amount of funds contributed to the project, as described in the Project Construction Cost Estimate section of this Agreement, 12 percent of the amount designated for construction costs, plus contingencies, will be deducted by the ANTHC to fund the Project Support Account. This account funds planning, design, and construction support costs such as water and soil testing and analyses, drafting, supply yard operations, technicians, and non-professional technical support staff. An additional 2 percent of IHS funding will be deducted by the ANTHC to fund the Professional Services Account. An additional 5 percent of all contributor funding will be deducted by the ANTHC to fund the Professional Services Account. This funding will be used for a portion of ANTHC support staff plus a limited portion of the budget of the Department of Environmental Health and Engineering professional salaries, equipment costs, training expenses and travel.

If the Tribal Force Account method of construction management is used, four percent of the amount designated for construction costs in the Project Construction Cost Estimate (Tribal Force Account), will be deducted by IHS to fund the Project Support Account for the items noted above. The two percent deduction for professional services will still be deducted as noted above.

N 18. Construction Materials - Sand, Gravel or Rock

The Tribe will provide without charge any sand, gravel, rock or other earthen materials which is needed for construction of project facilities and that it has available. If the Tribe purchases such material from the Regional Native Corporation or another source, then project funds will be used to reimburse the Tribe at a fair and equitable price for any of the said material used for the construction of the proposed sanitation facilities. The Tribe will confer with an ANTHC representative prior to the purchase of any of these materials for a sanitation facilities project that is being directly managed by the ANTHC.

O. ANTHC MANAGED LABOR (FORCE ACCOUNT)

O 1. ANTHC Contributions and Obligations

The ANTHC, represented by its Project Engineer, Project Superintendent, employees, and contractors, is responsible for project design and scheduling, purchasing services, materials and equipment, arranging for transportation, technical supervision and construction of the sanitation facilities.

O 2. ANTHC Recommendations, State/Industry Codes and Permits

The Tribe will abide by the recommendations of the ANTHC regarding testing, construction, inspection, and final review of the facilities provided for under this Agreement to assure the facilities are in compliance with all applicable industry codes and standards, all required permits are obtained and the facilities constructed will function properly and meet public health standards.

O 3. ANTHC Supervision

All work will be done under the technical supervision of the ANTHC Project Engineer and Project Superintendent.

O 4. Equipment Use

The ANTHC will provide fuel, lubricants and repair parts for the operation, maintenance, and repair of Tribal owned construction equipment when such equipment is used by the Project.

O 5. ANTHC Force Account Labor

The Tribe will hire the necessary labor to construct the project facilities. The ANTHC Project Engineer, working with the ANTHC Project Superintendent and the Tribe, will determine what positions, technical skills, number of workers, and work schedules are necessary for the project. A list of local worker applicants will be developed by the Tribe, which will be reviewed by the ANTHC Project Superintendent for particular positions based upon background, training, experience, and references. Qualified workers will be hired by the Tribe and assigned to work under the technical supervision of the ANTHC Project Superintendent. For pay purposes, time sheets will be submitted by the ANTHC Project Superintendent to the Tribe on a bi-weekly basis. Attendance and performance standards will be developed during the project-planning phase. Problems with individual worker compliance with these standards shall be immediately brought to the attention of the

Tribe. If existing workers need to be released for poor performance, the ANTHC Project Superintendent will communicate these needs to the Tribe and the Tribe will release those employees or, reassign them to other municipal works. If worker is reassigned to other municipal works it will be at no cost to the project. If additional workers are needed, the ANTHC Project Superintendent will communicate this requirement to the Tribe so the Tribe can provide additional workers.

The Tribe will be responsible for the active administrative supervision of Tribal workers in the fulfillment of labor responsibilities assumed by the Tribe under this Agreement. Administrative supervision will include hiring in accordance with all prevailing Local, State and Federal laws and regulations as well as sound business practices. Supervision responsibilities also include:

- a. Hiring
- b. General assignment
- c. Timekeeping
- d. Paying
- e. Promoting
- f. Rewarding
- g. Suspending
- h. Disciplining
- i. Removing employees

The technical direction of the Tribal employees will be provided by the ANTHC Project Superintendent who will be responsible for specific assignment, technical direction and review of work on a routine basis.

O 6. Construction Checking Account

A construction checking account entitled the "Kwigillingok Water and Sewer Account" will be established as a separate checking account in the name of the Kwigillingok IRA Council at a bank insured by the Federal Deposit Insurance Corporation.

- a. These funds will be available to pay:
 - (1) A percentage of local labor costs based on the ANTHC wage rates established for each of the separate trades involved plus applicable taxes and required insurance

premiums.

- (2) Services of a certified public accountant (CPA).
- (3) Approved purchases of supplies, services and materials.
- (4) An administrative supervision overhead of two percent of the amount spent for labor costs.
- (5) Other specialty contracts and contingencies as determined necessary by the ANTHC Project Engineer in consultation with the Tribe.

The construction checking account will be subject at any time to an audit by ANTHC and/or a CPA or CPA firm engaged by any party to this Agreement.

- b. The Tribe must recognize that the contribution of ANTHC administered funds to the construction checking account generally will not be sufficient to cover all of the above cost items plus the entire ANTHC wage rates for local labor. The Tribe has two options:

Option 1: The Tribe can provide additional funds and pay its workers the ANTHC wage rate. The additional funds must be from a source other than those IHS or contributors funds identified for use on the project.

Option 2: The Tribe may pay its workers less than ANTHC wage rates (usually from 50 to 60 percent of the ANTHC wage rates) plus pay the necessary taxes and insurance premiums from that share of funds set aside in the construction checking account to cover labor costs.

Under Option 2, the difference between the ANTHC wage rates and the wage rates paid by the Tribe to its workers represents an important part of the contribution by the Tribe to this cooperative project.

- c. If the Tribe is unable to provide a labor force to meet the needs and skills which are necessary for completion of the project within the budget and time schedule as determined by the ANTHC Project Engineer it may be necessary to hire labor from outside the local area. Any outside labor hired by the Tribe will initially be paid at the rates established for all local workers. Outside labor may be paid up to the ANTHC wage rate if availability of specialty, licensed or certified trades is not locally available.
- d. A CPA or CPA firm will be hired and paid with funds from the construction checking

account by the Tribe to:

- (1) Issue bi-weekly paychecks to local project employees.
 - (2) Keep payroll records.
 - (3) Complete tax statements, quarterly and annually.
 - (4) Make required deposits of withheld taxes.
 - (5) Pay General Liability Insurance, Unemployment Insurance, and Worker's Compensation Premiums.
 - (6) Make payroll deductions.
 - (7) Provide regular statements on the account to the Tribe and the ANTHC Project Engineer.
- e. The ANTHC intends to make periodic contributions to the construction checking account to maintain an adequate account balance. The construction checking account may be used by the Tribe to purchase materials, supplies, or services determined necessary for the project by the ANTHC Project Engineer. Such purchases must be acknowledged, as appropriate for the project, in advance by the ANTHC Project Engineer. Furthermore, such purchases shall be in accordance with appropriate Local, State and Federal regulations. The ANTHC Project Engineer may review all payments to determine if payments made from the construction checking account are justified and supported by appropriate records, invoices and other documentation. The ANTHC reserves the right to halt the project and prohibit further disbursements from the construction checking account, at any time, if discrepancies involving the construction checking account funds arise, until such time that the discrepancies are resolved to the satisfaction of the ANTHC.
- f. At completion or cancellation of the Project, and upon request by the ANTHC, the Tribe will return to the ANTHC any construction checking account funds not used for project labor or previously agreed upon purchase of or payment for materials, equipment, and/or services.

O 7. Funding of the Construction Checking Account

From the total amount of funds administered by the ANTHC, up to \$1,182,000 is to fund the construction checking account.

O 8. Tribal Administrative Support Charges

A Tribal charge of two percent of the funds disbursed from the construction account for labor costs is an acceptable project cost for administrative supervision. Payment for this service will be made at the end of the month or at a time period mutually agreed to by ANTHC and the Tribe. The amount payable will be computed based on the amount of funds expended through the labor account portion of the construction checking account during the previous time period. This payment includes compensation for all administrative overhead costs related to the administrative supervision function for this project.

O 9. Operator Designation

The Tribe will, before the start of construction, identify one or more individuals who either operate the existing sanitation facilities or will become the future operator(s) of the sanitation facilities.

If there is not an existing operator, the person identified to become the operator will be hired as part of the construction crew and will receive on-the-job training from the ANTHC Project Superintendent. After construction is completed, the Tribe will hire this person as a sanitation facilities operator at a rate to be established by the Tribe.

The Tribe may also arrange to hire existing operator(s) for new facilities construction. However, work on the construction project should not interfere with the regularly scheduled, essential tasks the operator is required to perform in O&M of existing sanitation facilities.

O 10. Operator and Tribal Administrative Staff Training

The ANTHC will provide for training the individual(s) named by the Tribe to operate the facilities. Training will include instructions on the O&M of system components. The ANTHC will provide training for the Tribal administrative staff on bookkeeping, record keeping, development and adoption of local utility ordinances and health ordinances. The ANTHC will also assist the Tribe in writing an O&M Plan, if requested.

O 11. Safety and Liability

Local project management and technical direction is normally provided by the ANTHC Project Superintendent. The Superintendent's role also includes the responsibility for providing proper and safe tools and equipment, instruction on proper safety practices, and assurance that they are being reasonably followed. The Superintendent has the authority to

immediately remove any worker from the job site whose performance or conduct creates an apparent safety problem, after which the incident will be reported to the Tribal Project Administrator.

The Federal Tort Claims Act provides liability coverage for the direct actions of the ANTHC employees and equipment and tribal employees. It is recognized that the Tribe should carry a General Liability Insurance Policy in addition to its Worker's Compensation Policy. The Tribal General Liability Insurance Policy would cover its project workers, the work site, and all construction project related activities. If the project utilizes Tribal employees then a General Liability Policy is required. The cost of the project General Liability Policy is an allowable project cost. The normal actions of the Tribe which are not part of the construction project, including Tribal owned vehicles, should be covered by a General Liability Insurance Policy but the cost for this coverage is not a reimbursable project cost.

All Tribal workers must be covered by appropriate Worker's Compensation Insurance. This will normally be provided through a separate Worker's Compensation Insurance Policy carried by the Tribe.

O 12. Schedule and Supervision

It is important that the construction of the sanitation facilities, as outlined in this Agreement, be completed as soon as is practicable after this Agreement becomes effective. To provide for this, a project schedule will be developed by the ANTHC Project Engineer and used to track the progress of the project.

The ANTHC and Tribe are jointly responsible for the successful completion of this sanitation facilities project. All construction work will be done under the supervision of the ANTHC Project Superintendent and under the direction of the ANTHC Project Engineer.

O 13. Warranty

The ANTHC shall obtain and provide to the Tribe a one-year minimum warranty on all equipment and work obtained by the ANTHC unless this is determined to be economically

unfeasible by the ANTHC. This warranty period shall be for a period of one year after the date of the Transfer Agreement or for a period of one year of Beneficial Service, as noted in a Letter of Beneficial Service, to the Tribe, whichever occurs first. The ANTHC will assist the Tribe in obtaining the benefit and protection of all warrants on equipment and/or work provided under this Agreement. In the event of a problem occurring during the warranty period with the design or construction of the ANTHC installed facilities or equipment, or work not protected by the warrant of the suppliers or manufacturers, the ANTHC will correct such problems, subject to the availability of funds and the staff resources, as determined by the ANTHC. This warranty clause does not cover normal wear and tear of equipment, replacement parts, operational costs, or abuse or vandalism to equipment or facilities.

P. TRIBAL MANAGED LABOR FORCE MOA PROVISIONS:

P 1. Construction Responsibility

The construction shall be performed by the Tribe, using local labor, through the use of a construction contractor or by third party managed construction management.

The ANTHC reserves the right to perform construction inspections, approve materials, do quality control testing and determine final acceptance of all work.

P 2. Procurement of Materials, Supplies and Services

The Tribe shall be responsible for procurement and delivery to the construction site, of all materials, equipment, supplies and services required by the plans and specifications for construction of the sanitation facilities specified in this PS, in accordance with the terms and conditions of this Agreement and other agreements including State of Alaska Grant offers, if State funding is contributed to this project.

P 3. Accounting Management and Control

The Tribe agrees to adopt an accounting system for management of project funds that is acceptable to ANTHC and in compliance to any State of Alaska Grant offers, if applicable. The accounting system must:

- a. Include adequate financial controls to identify the source and disbursement of all funds.
- b. Compare actual costs with budgeted amounts.
- c. Be supported by procurement and disbursement documents.
- d. Comply with minimum procurement system standards.

P 4. Financial and Progress Reporting

The Tribe shall provide to ANTHC, on a monthly basis, a financial and progress report showing:

- a. Current accounting of all funds received.
- b. Listing of all obligations incurred and disbursements made for labor, materials, supplies, transportation, services and administrative support costs.
- c. Comparison of costs incurred against budgeted amounts.
- d. Report on construction progress.
- e. Any changes required in the project schedule.

P 5. Non-Profit Operations

The Tribe may not receive a profit by reason of performing construction funded under this project. There shall be no charges in excess of allowable costs, as approved by ANTHC, in accordance with the Allowable Cost provisions of OMB Circular A-87.

P 6. Schedule, Budget and Planning

The Tribe and ANTHC agree to work cooperatively to complete pre-construction planning activities, including development of a construction schedule and budget which will include a detailed construction cost estimate and a cash flow plan demonstrating how the work will be performed within the Project budget.

The Tribe will develop equipment, material and manpower needs, wage rates, qualifications necessary for workers and supervisors, a construction management plan, and a complete project schedule.

P 7. Construction Unit Prices

The Tribe, in cooperation with ANTHC, will develop a cost budget for the work to be accomplished under this project. These costs will be based upon the work to be performed and measurable (unit cost) or identifiable quantities or tasks (related to PS/MOA cost estimate line items, but generally more detailed). The budget will be submitted by the Tribe through the ANTHC Project Engineer to the Director, Sanitation Facilities Construction for approval.

Individual line items within the budget may vary from the approved line item amount by 7.5 percent (i.e., $\frac{1}{2}$ of the contingency). Any adjustment to line items shall be reflected in subsequent budget approval requests or in the final payment request.

Work is not reimbursable unless it is agreed to in advance by written approval of the Director, Sanitation Facilities Construction, and is part of the project.

In conjunction with the cost budget the Tribe shall submit a construction work schedule for the facilities being provided through this project (assistance and examples of these items can be provided by the ANTHC Project Engineer).

Fifty percent (50%) of the identified contingency amount can be provided to the Tribe as part of the initial cost. Although this contingency amount is available to the Tribe, it should be tracked and ANTHC notified of its use. Should the Tribe use this contingency amount without notification, the remaining 50% of the contingency amount may not be released for use.

P 8. Cash Advances

In order to provide for expeditious acquisition of materials, equipment, supplies and services, ANTHC may advance a contribution of funds to the Tribe, upon written request and submission of a detailed, itemized account of such materials, equipment, supplies and services to be acquired.

P 9. Contribution of Funds - Invoices

Upon submittal of an invoice and request for payment by the Tribe, ANTHC shall contribute funds to the Tribe for the quantity of work completed, inspected and approved at

the agreed upon unit prices, plus the applicable project administrative support costs. Cash advances for procurement of approved materials, equipment, supplies and services will be deducted from contributions for work performed, as applicable.

P 10. Cost Increases

If the Tribe experiences cost increases due to changes in prices for materials, equipment, supplies or services paid for by the Tribe above the amount estimated, corrective actions to reduce project costs will be recommended by ANTHC. Major cost overruns may require a revision to the scope of work, suspension of construction or other cost reduction initiatives. Any proposed change in the PS must be approved by the ANTHC Project Engineer prior to implementation.

P 11. Cost Overruns

The Tribe and ANTHC acknowledge that project funding is limited to the amount shown in this PS/MOA. If changes in the cost of materials, equipment, supplies or services will result in the construction cost exceeding the estimate in the PS/MOA, the scope of work may need to be reduced. Cost overruns that occur near the completion of the Project, or after completion of construction, will not be reimbursed if there are insufficient funds in the Project to cover them.

P 12. Final Payment from the ANTHC

Final payment for construction will be made to the Tribe by ANTHC after a final inspection has been made and all work is approved.

P 13. Insurance

The Tribe agrees to provide evidence to the ANTHC that:

- a. All workers employed by the Tribe on construction or management of the Project shall be covered by applicable Worker's Compensation Insurance through a separate worker's compensation insurance policy carried by the Tribe;
- b. A general, public liability and property damage insurance policy, in the name of the Tribe shall be in force throughout the construction period.

P 14. Safety and Liability

The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal Health and Safety requirements. The ANTHC Project Engineer may stop work if a safety problem is unresolved by the Tribe. The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from the management of this Project by the Tribe. The Federal Tort Claims Act may be extended to the Tribal Governments under the provisions of P.L. 93-638. Nevertheless, it is suggested that the Tribe should obtain General Liability Insurance.

Each party to this MOA is responsible for its own liability for damages to third parties or property arising from the actions of its own employees. The Tribe is responsible for any liability for damages to third parties or property arising from such actions of its employees. The Tribe agrees it will have necessary general liability and property damage insurance policy covering such liability, which would be in force throughout the life of the project. The insurance must cover its project workers with respect to all project-related activities on or off the construction site. The cost of such insurance related to the project is an allowable project cost. This Agreement may not be construed as providing for indemnity or other contractual liability on the part of the ANTHC for any liability for damages to third parties or property arising from the actions of employees of the Tribe.

P 15. Warranty

The Tribe will be solely responsible for obtaining and enforcing any and all warranties on materials, equipment, supplies and services purchased, obtained or utilized by the Tribe for use in this Project. The Tribe will provide its own warranty on all facilities constructed or installed under this Project.

P 16. Payment Schedule

The Tribe will develop a project cash flow and a construction budget to estimate costs for the work. ANTHC will contribute funds to the Tribe for their actual costs for the construction including the agreed upon administrative support fees.

The Tribe and ANTHC shall agree upon a cost control system to track project costs and accomplishments prior to construction. The Tribe shall provide to ANTHC, on a bi-weekly basis, a financial and progress report showing:

- a. A current accounting of all income, obligations and disbursements for labor, equipment, materials, administrative support costs, and budgeted amounts.

- b. Construction progress and a revised progress schedule if necessary.

Q. SIGNATURES:

NOW THEREFORE, in order to provide the sanitation facilities as set forth in this Agreement, the ANTHC, and the Tribe mutually agree to the terms and conditions contained herein:

IN WITNESS WHEREOF, the parties have subscribed their names.

PREPARED BY:

Date

Denman K. Ondelacy
Project Engineer

RECOMMENDED APPROVAL:

Date

Kenneth J. Evans, P.E.
Acting Director
Department of Environmental Health and Engineering

APPROVED FOR THE ALASKA NATIVE TRIBAL HEALTH
CONSORTIUM:

Date

Paul Sherry
President/CEO
Alaska Native Tribal Health Consortium

APPROVED FOR THE NATIVE VILLAGE OF KWIGILLINGOK:

Date

President, Kwigillingok, IRA Council having been duly authorized by the Council to enter into this Agreement on behalf of the Tribe as evidenced by the attached Resolution(s) made by the Council.

APPENDIX

1. Project Data System Information Sheet
2. Resolution 1. Tribal Resolution to Provide for Disposition of Cultural Items
3. Resolution 2. Tribal Resolution to Authorize Creation of a Construction Checking Account
4. Resolution 3. Tribal Resolution to Authorize the President to Represent the Kwigillingok IRA Council
5. Environmental Review Memorandum and Checklist
6. Maps
 - a. Alaska Vicinity Map
 - b. Location Map

**ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
PL 86-121 & PL 93-638 SANITATION FACILITIES
PROJECT DATA SYSTEM (PDS) INFORMATION SHEET**

PROJECT NUMBER: AN 99-C09

COMMUNITY OR PROJECT NAME: Kwigillingok

SDS NARRATIVE NAME AND NUMBER (IF APPLICABLE): _____

SELF GOVERNANCE CODE: B-(T-III Compact)

REGIONAL HEALTH CORPORATION: Calista

PROJECT CLASS: CDBG Housing Regular Special/Emergency EPA Other

NAME OF FEDERALLY RECOGNIZED TRIBE: Native Village of Kwigillingok

DISTRICT: _____

PROJECT ENGINEER: Denman K. Ondelacy

HOUSES SERVED BY THIS PROJECT

TYPE OF HOUSES	NUMBER OF HOUSES	WATER SERVICE?	SEWER SERVICE?	S.WASTE SERVICE?	O&M SERVICE?	EXISTING DEFICIENCY LEVEL	FINAL DEFICIENCY LEVEL
E1	44	Y	N	Y	N	IV	IV
H3	30	Y	N	Y	N	IV	IV

HOUSE TYPES

NEW OR RENOVATED	EXISTING
H1 HUD/IHA	E1 EXISTING INDIAN
H2 BIA/HIP	E2 COMMUNITY BLDG
H3 PRIVATE TRIBAL	E3 NON-INDIAN
H4 STATE FUNDED	
H5 OTHER	

FUNDING

IHS REGULAR	_____
IHS HOUSING	\$1,550,000
EPA	_____
RD	_____
HUD ON-SITE	_____
HUD OFF-SITE	_____
OTHER	_____
TOTAL	\$1,550,000

Deficiency

<u>Level</u>	<u>Description</u>
I	Piped water & sewer to home
II	Water and sewer truck haul system with storage and plumbing in home.
III	Water and sewer ATV haul system With storage and plumbing in home.
IV	Central watering point and/or washeteria. Non-piped sewage disposal system.
V	No water and sewer facilities.

NON-IHS ADMINISTERED FUNDS - TOTAL: _____

**COST BY SERVICE TYPE
(Project funding only)**

	\$1,023,000
	527,000
SOLID WASTE	_____

INSTRUCTIONS FOR THE RESOLUTIONS

All resolutions should be completed with the necessary information and appropriate certifications and returned to the ANTHC with the signed project documents.

RESOLUTION 1. TRIBAL RESOLUTION TO PROVIDE FOR DISPOSITION OF CULTURAL ITEMS

THIS IS A SAMPLE RESOLUTION THAT IS NECESSARY TO PROVIDE FOR PROPER DISPOSITION OF ANY ARCHAEOLOGICAL ARTIFACTS OR HUMAN REMAINS DISCOVERED DURING CONSTRUCTION ACTIVITIES. IT SHOULD BE COPIED ONTO THE LETTERHEAD OF THE TRIBAL COUNCIL.

RESOLUTION 2. TRIBAL RESOLUTION TO AUTHORIZE CREATION OF A CONSTRUCTION CHECKING ACCOUNT

THIS RESOLUTION IS NECESSARY TO PERMIT CREATION OF A CONSTRUCTION CHECKING ACCOUNT. IT SHOULD BE COPIED ONTO THE LETTERHEAD OF THE CITY/VILLAGE COUNCIL.

RESOLUTION 3. TRIBAL RESOLUTION TO AUTHORIZE THE PRESIDENT TO REPRESENT THE KWIGILLINGOK IRA COUNCIL

THIS RESOLUTION ONLY TO BE USED WHEN THERE IS NO MUNICIPAL GOVERNMENT EXISTING IN THE COMMUNITY. THIS RESOLUTION IS NECESSARY TO AUTHORIZE THE CHIEF/PRESIDENT TO ACT ON BEHALF OF THE VILLAGE COUNCIL. IT SHOULD BE COPIED ONTO THE LETTERHEAD OF THE VILLAGE COUNCIL.

RESOLUTION 1. TRIBAL RESOLUTION TO PROVIDE FOR DISPOSITION OF CULTURAL ITEMS

RESOLUTION 99-_____

WHEREAS, the Native Village of Kwigillingok, is a duly constituted Native American Tribe recognized by the Federal Government of the United States, and

WHEREAS, the Kwigillingok IRA Council is a duly elected governing body of the Tribe, authorized to act by and on behalf of its members, and

WHEREAS, the Community of Kwigillingok is located within the boundary of Tribal lands and any and all cultural items or objects, as defined in Federal regulations (i.e., ancestral remains, funerary objects and archaeological artifacts), found in Kwigillingok, on the surface or underground, are considered to be the private property of the Tribe, and

WHEREAS, the Alaska Native Tribal Health Consortium, Department of Environmental Health and Engineering, in coordination with other parties, proposes to engage in construction of sanitation facilities in Kwigillingok to provide for the improved health and welfare of the members of the Tribe, and

WHEREAS, the excavation activities associated with such construction may result in discovery of cultural items (i.e., ancestral remains, funerary objects and archaeological artifacts), including ancestral human remains, which, by reason of their location on the lands of the Tribe are the property of the Tribe, and

WHEREAS, the Tribe affirms that it has adequate capability to store and maintain such cultural items, and

WHEREAS, it is in the interest of the Tribe and all parties concerned that there be no unnecessary delays in completion of the construction of the sanitation facilities in the most expeditious manner possible, and

WHEREAS, provisions are made in the Native American Graves Protection and Repatriation Act (NAGPRA), (25 U.S.C., 3001 et seq) for the Alaska Native Tribal Health Consortium to enter into an Agreement with the Tribe for the disposition of, or control over, items covered by NAGPRA.

NOW THEREFORE BE IT RESOLVED, that the Tribe expressly stipulates the following conditions for disposition of and control over any and all cultural items discovered during construction of sanitation facilities by the Alaska Native Tribal Health Consortium or other party to sanitation facility construction operations:

1. The Tribe waives mandatory construction delays other than those immediately necessary to protect any and all cultural items discovered during excavation.
2. The Tribe assumes full ownership and control of any and all cultural items discovered during excavation.
3. The Tribe reserves the exclusive right to determine the appropriate disposition of any and all cultural items discovered during excavation.
4. Any and all ancestral human remains discovered during excavation shall be reburied within 24 hours in an appropriate manner, as determined by the Tribe, and at a site designated by the Tribe.
5. If no specific disposition and/or determination is made by the Tribe within 24 hours of discovery of any or all cultural items including ancestral human remains discovered during excavation and reported to the Alaska Native Tribal Health Consortium, the cultural items, including ancestral human remains, shall be replaced in their original location and state, insofar as is possible, and reburied with documentation provided to the Tribe as to their nature and location.
6. An archaeologist, retained by the Alaska Native Tribal Health Consortium or other party to sanitation facility construction operations, will be granted permission to view and document any and all cultural items discovered during excavation but may not remove any such items from Kwigillingok nor make any tests upon or photograph any ancestral human remains, unless specific, separate Agreements have been made with the Tribe and the Alaska Native Tribal Health Consortium.
7. All other rights and powers regarding any and all cultural items discovered during excavation for or in support of sanitation facilities construction, not expressly covered in this Resolution are reserved to the Tribe, alone.

BE IT FURTHER RESOLVED, that (*Name and Title*) of the Native Village of Kwigillingok is hereby appointed the official representative for the Tribe for the purposes of implementing decision-making actions specified in this Resolution.

CERTIFICATION:

I, the undersigned, hereby certify that the Kwigillingok IRA Council is composed of ____ members, of whom __, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this __ day of _____, 199__, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of _____ members, and opposed by ____ members, and that said Resolution has not been rescinded or amended in any way.

DATED this __ day of __, 199__

SIGNED: _____
Secretary

RESOLUTION 2. TRIBAL RESOLUTION TO AUTHORIZE CREATION OF A CONSTRUCTION CHECKING ACCOUNT

RESOLUTION No. 99-_____

WHEREAS, the Kwigillingok IRA Council, is the duly elected governing body of the Native Village of Kwigillingok, Alaska, and

WHEREAS, the Alaska Native Tribal Health Consortium is assisting the Council in providing adequate sanitation facilities for the residents of the Kwigillingok, Alaska, and

WHEREAS, a construction checking account is necessary to meet the goals of this project.

NOW THEREFORE, the Council resolves to establish a construction checking account under the applicable provisions to the Memorandum of Agreement for the Alaska Native Tribal Health Consortium Project No. AN 99-C09. The services of *(name of CPA firm)* are to be acquired to administer the account. The Council authorizes *(name of contact person)* of *(name of CPA firm)* or their representative, to obtain any information, in writing or verbally, concerning the account. The Council also authorizes Denman K. Ondelacy, Project Engineer of the Alaska Native Tribal Health Consortium, or their representative, to obtain any information, in writing or verbally, concerning the account from either the Native Village of Kwigillingok the bank indicated below, or *(name of CPA contact, or name of other parties)* authorized to release information. The account is being established with:

name of bank
mailing address of bank
City, state, zip code

Two signatures will be required to validate all checks written against the account. Only those persons whose names appear on the signature card for the account are authorized to sign checks. The Council also requests that copies of monthly bank statements be sent by the bank to the following parties:

CPA contact and address

Other parties and addresses

CERTIFICATION:

I, the undersigned, hereby certify that the Kwigillingok IRA Council is composed of ____ members, of whom __, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this __ day of _____, 199__, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of _____ members, and opposed by ____ members, and that said Resolution has not been rescinded or amended in any way.

DATED this __ day of __, 199__

SIGNED: _____
Secretary

*RESOLUTION 3. TRIBAL RESOLUTION TO AUTHORIZE THE PRESIDENT TO REPRESENT
THE KWIGILLINGOK IRA COUNCIL*

RESOLUTION No. 99- _____

WHEREAS, the Kwigillingok IRA Council, hereinafter called the Council, is the governing body of the Native Village of Kwigillingok, Alaska, and

WHEREAS, the Alaska Native Tribal Health Consortium is assisting the Council in providing adequate sanitation facilities for the residents of Kwigillingok, and

WHEREAS, said Council has a duly authorized President to represent it in matters concerning sanitation facilities development, design and construction.

NOW THEREFORE, be it resolved that said Council hereby authorizes the President to enter into Agreements with the Alaska Native Tribal Health Consortium on behalf of the Native Village of Kwigillingok concerning the provisions and transfer of sanitation facilities for Kwigillingok, Alaska.

BE IT FURTHER RESOLVED that said Council will cooperate with the provisions of any Agreement entered into by the Council representative and the Alaska Native Tribal Health Consortium and such provisions will be duly carried out.

CERTIFICATION:

I, the undersigned, hereby certify that the Kwigillingok IRA Council is composed of ____ members, of whom __, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this __ day of _____, 199__, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of _____ members, and opposed by ____ members, and that said Resolution has not been rescinded or amended in any way.

DATED this __ day of __, 199__

SIGNED: _____

Secretary



ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

Department of Environmental Health & Engineering

3925 Tudor Centre Drive

Anchorage, Alaska 99508

MEMORANDUM

DATE: March 2000

FROM: Environmental Review Officer
Alaska Native Tribal Health Consortium

SUBJECT: Initial Environmental Review - Native Village of Kwigillingok - Project AN 99-C09

TO: FOR THE RECORD

Based upon proposed Federal funding for this project, an environmental review in accordance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) is required. The Alaska Native Tribal Health Consortium (ANTHC) will consider all potential environmental concerns (specific and cumulative effects) associated with the project, in consultation with applicable Federal, State, and local authorities.

The Environmental Review Checklist (attached) has been completed and reviewed with respect to the proposed sanitation facilities construction at Kwigillingok, Alaska under Project AN 99-C09. Final environmental review is not possible at this time. Additional work remains on the following: Completion of the design and associated environmental assessment for the solid waste disposal site.

FINDINGS:

The finding of this environmental review is that an Environmental Assessment is required for this project, specifically with regard to the construction of new solid waste landfill. An Environmental Assessment will be completed following the design of the new solid waste landfill, which is expected to be sometime before August 2000.

No further environmental investigation is necessary with regard to the water source/storage elements of this project. It is recommended that the Indian Health Service (IHS) approve a determination of eligibility for categorical exclusion from the Environmental Assessment process for these elements of the project. Current IHS policy (Federal Register, Vol. 58, No. 3, January 6, 1993, pp. 569-572) allows



ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

Department of Environmental Health & Engineering

3925 Tudor Centre Drive

Anchorage, Alaska 99508

for IHS categorical exclusions for some project activities

SCOPE OF WORK/PERMITTING:

The proposed sanitation facilities to be constructed include:

- Earthen Water Reservoir
- Water Reservoir Liner
- New Solid Waste Disposal Site

The project will serve 74 homes and 326 people and will be constructed by force account using local labor. Construction should begin by November 1999 and be completed by June 2002. Final design plans for sanitation facilities will be submitted to the State of Alaska Department of Environmental Conservation and other appropriate Federal and State agencies for review and approval. The ANTHC agrees to comply with all applicable Federal, State and local environmental laws, regulations, and requirements during all phases of the project, as well as obtain all necessary construction permits.

Required permits, identified at this time for the project, include the following:

- a. Alaska Coastal Management Plan Consistency Determination
- b. U.S. Army Corps of Engineer 404 Wetlands Permit
- c. Alaska Department of Environmental Conservation Solid Waste Landfill Permit
- d. Alaska Department of Environmental Conservation Water System Plan Approval
- e. Alaska Department of Fish and Game, Fish Habitat Permit
- f. Alaska Department of Natural Resources, Water Rights Permit
- g. Federal Aviation Administration Notice of Proposed Construction Approval
- h. Calista Regional Corporation Subsurface Materials Sale Agreement

ARCHAEOLOGICAL REVIEW:

There are not any known archaeological and/or historic sites listed in the Alaska Heritage Resource Study in and around Kwigillingok. In accordance with the IHS policy and Agreements (with which the ANTHC has agreed to comply) regarding protection of cultural resources, the ANTHC will be sensitive to archaeological and historic concerns. The ANTHC will coordinate with knowledgeable, local inhabitants to avoid any known archaeological or historical sites.

In any discovery situation of cultural items and/or human remains encountered during the course of the project, the ANTHC will stop construction activity in the area of discovery. The ANTHC will notify the IHS Project Officer and then pursue appropriate steps with the State Historic Preservation Officer to develop an acceptable course of action prior to resuming construction activities in the impacted area.

MITIGATION ACTIVITIES:

Given the environmental review performed by the ANTHC, no mitigation activities have yet been identified for this project. Possible mitigation activities will be considered further upon completion of the design and environmental assessment for the solid waste landfill.

ALASKA COASTAL ZONE MANAGEMENT PROGRAM:

I certify that to the best of my knowledge and belief, the proposed activity described in the Project Scope Section, Sanitation Facilities Construction, Native Village of Kwigillingok, Alaska, Project AN 99-C09, complies with the approved State of Alaska Coastal Zone Management Program and will be conducted in a manner consistent with such programs.

SUMMARY:

With the scope of work outlined in the Project Scope/Memorandum of Agreement, the ANTHC accepts that the environmental review is not complete and an environmental assessment is needed for the new solid waste disposal site. The remaining scope items (earthen water reservoir and reservoir liner) do not require additional environmental review. If the scope of work is changed in the future, then the ANTHC will revisit this environmental review to determine if potential environmental concerns have been addressed.

Bill Griffith, P.E.

Attachment

ENVIRONMENTAL REVIEW CHECKLIST

Last Revised Date –March 22, 1999

Project Name: Native Village of Kwigillingok

Project Number AN 99-C09

Section A: Compliance with Environmental Statutes and Executive Orders

Project activity should not take place without consultation with the Federal or State agency responsible for administering the subject law.

1. WETLANDS/WATER RESOURCES: Will the project adversely affect wetlands/water resources or will there be construction in wetlands, except in conformance with an Army Corps of Engineers section 404 permit?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: All construction affecting wetlands will be done in conformance with terms under a Section 404 Permit.

2. FLOODPLAINS EXECUTIVE ORDER (11988): Will the project involve construction in a floodplain (except for agency activities excluded as a class) or impact floodplain development?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project will include activities excluded as a class for floodplain development.

3. ENDANGERED SPECIES ACT OF 1973 AS AMENDED: Is the project likely to adversely affect a species listed on the Federal List of Endangered or Threatened Species or the specific critical habitat?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project is not likely to adversely affect a species listed on the Federal List of Endangered or Threatened Species, or the specific critical habitat.

4. HISTORIC PRESERVATION ACT OF 1966 AND RELATED ACTS AND EXECUTIVE ORDERS: Will the project adversely affect properties listed or eligible for listing on the National Register of Historic Places (buildings, archaeological sites & objects of significance)?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project will not affect properties listed or eligible for listing on the National Register of Historic Places.

5. WILD AND SCENIC RIVERS ACT: Is the project a "Water Resources Project" which will impact a wild, scenic or recreational river area and create conditions inconsistent with the character of the river?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project is not located in or near a wild, scenic, or recreational river area.

6. COASTAL ZONE MANAGEMENT ACT: Will the project directly affect a coastal zone in a manner inconsistent with the Coastal Zone Management Plan?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project will not affect the coastal zone. A Division of Governmental Coordination Coastal Project Questionnaire will be completed for this project.

7. WILDERNESS ACT: Will the project adversely impact a wilderness area?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project is not located in or near a wilderness area.

8. FARM LAND PROTECTION ACT: Will the project convert significant agricultural lands to non-agricultural uses?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project is not located in an agricultural area.

9. SAFE DRINKING WATER ACT: Will the project impact a sole source aquifer?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project will not have an impact on a sole source aquifer.

Section B: Activities not Eligible for Categorical Exclusion (Federal Register, Vol. 58, No. 3, January 6, 1993 – Section J. Construction of Sanitation Facilities)

<p>J.1. Will the project provide for the construction of a sanitary landfill at a new solid waste disposal site?</p> <p>DETERMINATION: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>BASIS FOR DETERMINATION: An Environmental Assessment for the new landfill construction is required. An EA will be completed by August 2000.</p>
<p>J.2. Will the project include construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters?</p> <p>DETERMINATION: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>BASIS FOR DETERMINATION: There will be no construction of wastewater treatment facilities in the project</p>

Section C: Additional Actions that are not Categorically Excluded (Federal Register, Vol. 58, No. 3, January 6, 1993 – Section K. Extraordinary or Exceptional Circumstances)

<p>K.1. & K.2. Will the project result in a violation or continuance of a violation of applicable (Federal, Tribal, State or Local) law or requirements imposed for protection of the environment or public health and safety?</p> <p>DETERMINATION: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>BASIS FOR DETERMINATION: The project will not result in a violation or continuance of a violation of applicable law or requirements.</p>
<p>K.3. Is there a controversy with respect to environmental effects of the project based on reasonable and substantial issues?</p> <p>DETERMINATION: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>BASIS FOR DETERMINATION: There are no known controversies with respect to environmental effects of the project.</p>

K.5. Does the project have significant adverse direct or indirect effects on park lands, other public lands, or areas of recognized scenic or recreational value?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project will not have a significant adverse impact on park lands or other public lands.

K.6. Does the project establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects (cumulative impact based on current information)?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project does not establish a precedent for future action with potentially significant environmental effects.

K.10. Does the project involve the use, transfer or lease of real property which has been used as a storage for hazardous waste for more than one year?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: There are no known hazardous wastes stored in the area.

K.11. Is the project significantly greater in scope than normal projects for the area or does the project have significant unusual characteristics?

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION: The project is not significantly greater in scope than normal projects for the area, and there are no significant unusual characteristics.

IS AN ENVIRONMENTAL ASSESSMENT REQUIRED FOR OTHER KNOWN REASONS? (STORM WATER for example)

DETERMINATION: _____ YES X NO

BASIS FOR DETERMINATION:

Section D: Notes and Signatures

NOTES (additional notes for responses to specific questions can be provided below):

I certify that to the best of my knowledge and ability the information presented herein is true and correct.

ANTHC Project Engineer

Date

ANTHC NEPA Coordinator

Date